

EXHIBIT A

Nantucket Wine & Food Festival/White Elephant Resorts WINE FESTIVAL AGREEMENT 2024

This Agreement (hereinafter “this Agreement”) is made and entered into as of the ____ date of _____, 2024 (the “Effective Date”), by and among White Elephant Resorts LLC, a Delaware limited liability company duly registered to do business in the Commonwealth of Massachusetts, with an office at 10 Amelia Drive, Nantucket, Massachusetts, 02554 (hereinafter “WER”) and Nantucket Wine & Food Festival, LLC., a Massachusetts LLC, and Nantucket Wine & Food Festival Charity Foundation, Inc. with an office at 12 Maclean Lane, Nantucket, MA 02554 (hereinafter collectively known as “NWF”), hereinafter collectively the “Parties” and each a “Party”

The Parties desire to host the 2024 Nantucket Wine & Food Festival (hereinafter the “Festival”) at WER’s White Elephant Hotel, located at 50 Easton Street, Nantucket, Massachusetts 02554 and to promote both the Festival and the White Elephant as the Host Hotel Sponsor for the Festival for the term and upon the conditions set forth in this Agreement. Now, therefore, in consideration of the mutual covenants contained herein, it is agreed by and among the Parties as follows:

ARTICLE I: TERMS

Section 1.1: Term

This Agreement shall commence upon the Effective Date and shall continue through December 31, 2024, or such later date on which all payments due from one Party to the other are received, unless terminated by mutual agreement of the Parties or due to default as set forth in Section 1.2 below. Any and all rights granted herein with respect to the use of names, logos and the like of each Party shall terminate immediately upon the termination of this Agreement. The Festival shall occur during the period (and including the dates of May 15, 2024 through May 19, 2024.

Section 1.2: Default

Either Party may terminate this Agreement upon material breach by the other Party, provided that the terminating party has given the breaching Party written notice of such termination at least fifteen (15) days in advance and the breaching Party has not cured such breach within such 15-day period.

Section 1.3: Cancellation/COVID-19 Pandemic

Once the agreement is signed, the event is considered confirmed and both parties are committed to the fulfillment of the terms of this agreement. No party shall be obligated to perform hereunder to the extent prohibited by events beyond their reasonable control including without limitation due to Acts of God; government regulation; labor troubles, disputes or strikes; government requisition (federal, state or municipal) restriction on travel; terrorism or war. Inclement weather is not considered an Act of God, unless all option of transportation, on all days when the festival is taking place. The Resort’s ability to perform shall not be considered materially impaired if a reasonable and substantially comparable substitute or alternative means of performance is available without material additional cost or expense to the Resort.

All events facilities, vendors and guests must comply with all terms of Safety Standards issued by Commonwealth of Massachusetts and the Town of Nantucket. These are mandatory standards critical to maintaining the safety of our guests, our team-members and our local community including social distancing, staffing operations, cleaning, disinfecting, hygiene protocols and safety standards.

Given the unique set of circumstances of the Covid-19 pandemic, the requirements and restrictions are subject to change, by order of the Commonwealth of Massachusetts and/or the Town of Nantucket. Should either the Commonwealth of Massachusetts or the Town of Nantucket amend the Safety Standards and Protocols by modifying the Resort's permitted occupancy of gatherings, placing additional restrictions on staffing operations or restricting group gatherings in general, the Resort is legally obliged to comply with the updated order and will notify the Group of any changes.

Cancellation/rescheduling of the program due to COVID-19 pandemic is only permitted if there is a government mandated restriction on travel to and from the island or ban on events and/or gatherings between the specific festival dates of May 15– May 19, 2024, on the specific scheduled event dates. Cancellation by the Group is not permitted should the state and local government limit or restrict the number of permitted attendees to gather.

Section 1.3: Payment

NWF agrees to pay a deposit of \$15,000.00 upon the signing of this agreement. Additional deposits are required as follows:

| | | |
|-------------------------------|--------------------|-------------------------------|
| INITIAL DEPOSIT | \$15,000.00 | UPON SIGNING AGREEMENT |
| 2ND DEPOSIT | \$15,000.00 | MARCH 1, 2024 |
| 3RD DEPOSIT | \$15,000.00 | MAY 1, 2024 |

All final payments referred to in this Agreement from NWF to WER will be made within thirty (30) days after WER's final invoice is provided to NWF, and all payments referred to in this Agreement from WER to NWF will be made within thirty (30) days after NWF's final invoice is provided to WER. Each Party agrees to provide its invoice to the other Party no later than thirty (30) days following the conclusion of the festival.

In the event that the total expenses incurred by NWF exceed the total fees paid by WER, then WER will pay to NWF the difference between the two amounts. In the event that the total fees paid by WER to NWF exceed the total expenses incurred by NWF, then NWF will pay to WER the difference between the two amounts.

Section 1.4: Sponsor Fee

In addition to the other payments contained herein, and in consideration of the sponsorship arrangement set forth herein, WER shall pay NWF **\$10,000.00** in sponsor fees annually:
Payment shall be made in accordance with Section 1.3, above.

Section 1.5: Event Tickets

The Sponsor Fee will include event tickets for 2024, which will be provided by NWF as follows:

Harbor Gala Session

1: 8 tickets VIP - \$3200

Seminars (NIR's choice): four (4) tickets - \$800 - \$1000

Grand Tasting: Saturday event, Session 1, four (4) tickets - \$1000

Grand Tasting Saturday, Session 2, four (4) tickets - \$1200

Ten (10) Harbor Gala tickets **VIP** - \$4000

Four (4) Grand Tasting tickets, Saturday VIP - \$1200

Eight (8) Grand Tasting Tickets, Sunday VIP - \$1000

~~(10) NWF posters (NIR's choice) - \$250~~

Section 1.4: Exclusivity of Host Hotel Sponsor

NWF agrees that the White Elephant shall be the sole and exclusive “Host Hotel” of the Festival. No other hotel, motel, inn, bed and breakfast, or other place of lodging or accommodation shall be a host hotel or sponsor of the Festival. NWF shall identify the White Elephant as the sole and exclusive Host Hotel of the Festival as more specifically provided herein, and WER shall have the right to identify the White Elephant as the sole Host Hotel of the Festival. All persons and companies inquiring with NWF about lodging or accommodations for the Festival shall be directed by NWF to WER or the WER website. However, if the White Elephant, or any WER lodging property, shall not be available for any reason to accommodate all guests requiring overnight accommodations for the Festival, including Festival sponsors and employees, NWF may make other lodging arrangements as it sees fit.

ARTICLE II: ADVERTISING, MARKETING AND PUBLIC RELATIONS

Section 2.1: Advertising and Marketing Obligations

NWF agrees that the White Elephant will receive name recognition as the Host Hotel of the Festival in all Festival advertising and in all Festival marketing materials.

Section 2.2: Advertising and Marketing Fees

WER will pay to NWF **\$12,500.00** for all advertising, marketing, public relations, and merchandising efforts described in Article II and Article III of this Agreement.

Section 2.4: Website Exposure

NWF/WER further agrees to the following:

- a) The NWF website shall feature sponsor listing of the White Elephant and shall have an editorial featuring the White Elephant, the content of which shall be supplied by WER.
- b) WER and NWF will cross-promote each other by linking their respective websites so as to promote the White Elephant, Brant Point Grill, The Wauwinet, Jared Coffin House, and the Festival.

Section 2.5: Public Relations

NWF/WER further agrees to the following:

- a) NWF shall retain a designated public relations person to promote the Festival. Its functions will include, but will not be limited to, press releases, target writers, creating a public relations campaign and providing clipping service;
- b) All Festival press releases will include “White Elephant, Nantucket” as the Host Hotel property;
- c) All Nantucket Island press and media opportunities regarding the Festival shall be staged at the White Elephant unless otherwise approved by WER and NWF.

ARTICLE III: MERCHANDISING AND LOGO EXPOSURE

Section 3.1 Exclusive Rights

NWF owns the exclusive rights to its logo and to the names “The Nantucket Wine & Food Festival,” “Nantucket Wine & Food Festival” and “Nantucket Wine & Food Festival, LLC.” Neither the names nor

NWF's logo may be used on any merchandise, either giveaway or for sale or in any other way (other than the internet cross-promotion set forth above), without the written approval of NWF.

Neither WER's White Elephant name nor logo may be used on any merchandise, either giveaway or for sale or in any other way, without the written approval of WER.

Section 3.2 Logo Usage

NWF agrees that the White Elephant logo shall receive the following exposure:

- a) On sponsor signage for the duration of the Festival;
- b) In a prominent location on the Front/Home Page and the Sponsor Page of the NWF website (www.nantucketwinefestival.com);
- c) Center location for all promotion advertisements. Artwork for any and all ads will be sent to WER for final approval;
- d) On the promotional "Save the Dates" email for the Festival;
- e) On all Festival promotional ads;
- f) On all cocktail napkins used at the White Elephant, along with the NWF logo;
- g) On any and all new glassware that is used at any and all of the Festival events, with the exception of glasses utilized off-property at the Great Wines in Grand Homes events or for specific specialty glassware requirements by wineries;

ARTICLE IV: CHARITY EVENTS

Section 4.1: Harbor Gala, Thursday, May 16, 2024.

- a) The White Elephant and NWF [under the name of its charitable arm, Nantucket Wine Festival Charitable Foundation. ("NWFCF")] shall be co-applicants for the Section 14 license for the Harbor Gala and the Grand Tastings. NWFCF shall complete the application form. The White Elephant, as the Section 12 licensee, will prepare a supporting letter.
- b) WER and NWF/NWFCF shall agree in advance of the Festival regarding the operational arrangements with respect to the Harbor Gala and the Grand Tastings.
- c) The proceeds of the Harbor Gala and the Grand Tasting shall be distributed as required by the ABCC, with the charitable portion going to charities designated by NWFCF.

NWF will be responsible for security and crowd management for the Harbor Gala.

Section 4.2: Grand Tastings

- a) White Elephant and NWF shall co-host three sessions of the Grand Tasting, all taking place under the tent on the front lawn of the White Elephant:
 - i. Session 1: Saturday, May 18, 2024
 - ii. Session 2: Saturday, May 18, 2024
 - iii. Session 3: Sunday, May 19, 2024
- a) WER and NWF shall agree in advance of the Festival regarding the operational arrangements with respect to the Grand Tasting, including expenses.
- d) NWF will be responsible for security and crowd management for the Session 1 & Session 2 and the emptying and resetting of the tent between both Session 1 and 2 on Saturday, May 18, 2024
- e) NWF will be responsible for security and crowd management for the Session 3 on Sunday, May 19, 2024.

ARTICLE V: RENTAL FEES/EVENTS AT WHITE ELEPHANT

Section 5.1: Rental Fees

NWF agrees to incur a **\$34,000 rental fee** which is subject to local and state taxes, which will facilitate the construction schedule of the tents and floors and subsidize revenues displaced by the construction of and presence the floor/tent on the lawn of the White Elephant for the duration of the festival:

Section 5.2: Events at the White Elephant

WER and NWF shall mutually agree upon the following arrangements for the Festival events at WER properties, as well as the costs and expenses for such events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) The date, time and location of each event held at WER properties;
- b) The details for the tents for the events at the White Elephant including the location and dates of the erection of the tents and the tent contractor used by NWF;
- c) Banquet Event Orders (hereinafter “BEOs”) will be produced by NWF thirty (30) days prior to the Festival;
- d) Banquet event orders must be typed and shared digitally.
- e) WER and NWF will identify senior management and/or authorized representatives who will be responsible for executing the BEOs and for any moves, additions or changes to the BEOs.
- f) WER and NWF agree that any and all changes or additional charges relating to the BEOs will be approved by appropriate management in advance;
- g) Except as otherwise provided herein, WER and NWF agree that labor will be charged at the **\$42.00 per hour** (the “Labor Rate”) per staff member (including but not limited to servers, set-up staff members, wine pourers) providing any and all services relating to the Festival;
- h) The Labor Rate shall be charged for Festival events held at the White Elephant. The Labor Rate will include the set-up and service of all events at the White Elephant, including the Harbor Gala and the Grand Tastings;
- i) Said Labor Rate will not include the following, which shall be paid for by NWF in accordance with Section 1.3, above:
 - 1) Shipping and receiving labor;
 - 2) Emptying and/or refilling storage unit(s);
 - 3) Polishing glasses for the Great Wines, Grand Homes;
 - 4) Loading in and loading out of wines for the Grand Tasting sessions;
 - 5) Set-up of tables, labeling and organization of display tables for the Grand Tasting;
 - 6) Any type of security/ticket taking at the entrances of tents/hotel during the Festival.
- j) An estimate of the total cost of labor, calculated using the Labor Rate, and based on event specifications and anticipated number of attendees provided by NWF, has been prepared by WER, on the assumption that events will include not more than the following:

| EVENT NAME | Day | Start Time | End Time | Location | Capacity |
|--------------------------|-----|------------|----------|--------------|----------|
| Grey Lady Reception | WED | 5:00 PM | 8:00 PM | Deck / Shore | 250 |
| Harbor Gala | THU | 5:30 PM | 9:30 PM | WE ALL | 800 |
| Grand Tastings 1 | SAT | 11:00 AM | 1:30 PM | WE ALL | 750 |
| Grand Tastings 2 | SAT | 2:30 PM | 5:00 PM | WE ALL | 750 |
| Grand Tastings 3 | SUN | 1:00 PM | 4:00 PM | WE ALL | 750 |
| Pol Roger Luncheon | THU | 12:00 PM | 2:00 PM | Ballroom | 75 |
| Rosé Brunch | FRI | 10:00 AM | 11:30 AM | WE Main | 150 |
| Bubbles and Claws | FRI | 1:00 PM | 2:30 PM | WE Main | 150 |
| Judgement of Paris | FRI | 4:00 PM | 5:30 PM | WE Main | 150 |
| SHUCK IT! Oyster Seminar | FRI | 11:00 AM | 12:30 PM | Shoreline | 80 |
| Chilean Master Class | FRI | 2:00 PM | 3:30 PM | Shoreline | 80 |
| ASADO! | FRI | 5:30 PM | 7:30 PM | Shore/Lawn | 100 |

| | | | | | |
|------------------------|-----|----------|----------|----------|----|
| Burgundy Wine Luncheon | FRI | 11:30 AM | 1:30 PM | Ballroom | 75 |
| Hitchhiking to Napa | FRI | 3:00 PM | 4:30 PM | Ballroom | 75 |
| Cheese & Wine Sem | FRI | 3:00 PM | 4:30 PM | WE Deck | 70 |
| Above the Clouds | FRI | 11:00 AM | 12:30 PM | WE Deck | 70 |
| Bordeaux Luncheon | SAT | 12:00 PM | 2:00 PM | Ballroom | 80 |
| Bordeaux Blends | SAT | 3:30 PM | 5:00 PM | Ballroom | 60 |
| Far Niente Dinner | SAT | 7:00 PM | 10:00 PM | Ballroom | 75 |
| SEM - TBD | FRI | 4:30 PM | 5:30 PM | Deck | 60 |
| Bon Voyage Jazz Brunch | SUN | 11:00 AM | 1:00 PM | Ballroom | 80 |

(ORIGINAL SCHEDULE – same number of sems / events beyond the Gala and GT)

| SKU | EVENT NAME | Day | Date | Start Time | End Time | Location | Capacity |
|----------|-------------------------|-----|-----------|------------|----------|---------------------|----------|
| WELCOME | GREY LADY Reception | WED | 5/15/2024 | 5:00 PM | 8:00 PM | White Elephant Deck | 250 |
| SEM-01 | Pol Roger Wine Luncheon | THU | 5/16/2024 | 11:30 PM | 1:30 PM | WE Ballroom | 60 |
| GALA VIP | Harbor Gala VIP | THU | 5/16/2024 | 5:30 PM | 6:30 PM | White Elephant All | 400 |
| GALA | Harbor Gala | THU | 5/16/2024 | 6:30 PM | 9:30 PM | White Elephant All | 400 |
| SEM-04 | Rosé Brunch | FRI | 5/17/2024 | 10:00 AM | 11:30 AM | WE Main | 150 |
| SEM-11 | Cheese & Wine Sem | FRI | 5/17/2024 | 10:00 AM | 11:30 AM | WE Ballroom | 60 |
| SEM-07 | Oyster Seminar (1) | FRI | 5/17/2024 | 11:00 AM | 12:30 PM | WE Shoreline | 80 |
| SEM-13 | Above the Clouds | FRI | 5/17/2024 | 11:00 AM | 12:30 PM | WE Deck | 70 |
| SEM-05 | Bubbles and Claws | FRI | 5/17/2024 | 1:00 PM | 2:30 PM | WE Main | 150 |
| SEM-12 | Burgundy Luncheon | FRI | 5/17/2024 | 1:00 PM | 3:00 PM | WE Ballroom | 75 |
| SEM-08 | Oyster Seminar (2) | FRI | 5/17/2024 | 1:30 PM | 3:00 PM | WE Shoreline | 80 |
| SEM-10 | Bordeaux Blends | FRI | 5/17/2024 | 2:00 PM | 3:30 PM | WE Deck | 70 |
| SEM-06 | Judgement of Paris | FRI | 5/17/2024 | 4:00 PM | 5:30 PM | WE Main | 150 |
| SEM-21 | Product Seminar TBD | FRI | 5/17/2024 | 4:30 PM | 5:30 PM | WE Deck | 60 |
| SEM-09 | ASADA! | FRI | 5/17/2024 | 5:00 PM | 7:00 PM | WE Shoreline / Lawn | 100 |
| GT 1VIP | Grand Tastings 1 VIP | SAT | 5/18/2024 | 11:00 AM | 11:30 AM | White Elephant All | 350 |
| GT 1 | Grand Tastings 1 | SAT | 5/18/2024 | 11:30 AM | 1:30 PM | White Elephant All | 400 |
| SEM-15 | Bordeaux Luncheon | SAT | 5/18/2024 | 12:00 PM | 2:00 PM | WE Ballroom | 90 |
| G 2VIP | Grand Tastings 2 VIP | SAT | 5/18/2024 | 2:30 PM | 3:00 PM | White Elephant All | 350 |
| GT 2 | Grand Tastings 2 | SAT | 5/18/2024 | 3:00 PM | 5:00 PM | White Elephant All | 400 |
| SEM-16 | Wine & Cheese 2 | SAT | 5/18/2024 | 3:30 PM | 4:30 PM | WE Ballroom | 60 |
| SEM-17 | Far Niente Dinner | SAT | 5/18/2024 | 6:30 PM | 9:30 PM | WE Ballroom | 60 |
| | Bloody Mary Brunch | SUN | 5/19/2024 | 11:00 AM | 1:00 PM | WE Ballroom | 80 |

| | | | | | | | |
|---------|----------------------|-----|-----------|---------|---------|--------------------|-----|
| GT 3VIP | Grand Tastings 3 VIP | SUN | 5/19/2024 | 1:00 PM | 1:30 PM | White Elephant All | 350 |
| GT-03 | Grand Tastings 3 | SUN | 5/19/2024 | 1:30 PM | 4:00 PM | White Elephant All | 400 |

- j) Provided that the number and type of events do not exceed those listed above, and except as provided below, such cost will **not exceed \$63,000** in by the following (calculated at 1500 hours or labor per program based on the specified events) NWF agrees that the labor charges may exceed the agreed max cap on labor should there be additional events added or additional service staff be required due to the following circumstances:
- 1) To accommodate and service an increase in the number of attendees beyond the numbers set forth above;
 - 2) To accommodate and service any and all changes in the event specifications that require more intensive labor than the specifications provided by NWF as of the date of execution of this Agreement;
 - 3) To accommodate and service any and all unanticipated changes in Festival programming;
 - 4) Requests from NWF to provide additional support or service for any and all existing or new events.
 - 5) Due to the addition events and requests for additional labor for 2024 Festival
- k) WER and NWF will designate senior management and/or authorized representatives who will be responsible for requesting and providing additional labor, above and beyond what is included in the original estimate.

Section 5.3: NWF Obligations

NWF shall arrange for, implement and manage the Festival and its charitable events (the Harbor Gala/Grand Tastings) including, without limitation, the following:

- a) All Banquet Event Orders, floorplans, complete and comprehensive service plans, signage, menus, tasting mats will be supplied in a timely manner in a digital format (not handwritten) as per the timeline outlined in Section 5.4
- b) A system for ticketing and ticket security at all events. NWF is responsible for ensuring all attendees of events tickets are checked and only ticket holders attend the events, seminars and/or special events.
- c) All signage must be professionally manufactured, presented, and hung in advance of each event, seminar and/or special events.
- d) An established plan for wine distribution at each at the individual events, with a representative from NWF responsible for the distribution of wines at the appropriate time for each event.
- e) An electrician, whose services will be contracted directly by NWF, to facilitate electrical needs of the festival including all electrical requirements during the Harbor Gala and Grand Tastings.
- f) A consistent security presence at the Festival events held at WER properties, the details of which shall be provided to WER in advance of the Festival;
- g) A police detail to facilitate the load in and load out of vendors when construction and tear down of tent and floor are underway.
- h) A police detail during both the Harbor Gala and all sessions of the Grand Tasting.
- i) Linens for Ballroom events, luncheons and dinners.
- j) Linens for large events: Gala, Grand Tastings (4 sessions)
- k) A sufficient number of glass racks for the entire Festival;
- l) Identification of the needs of each sponsor by meeting with each sponsor prior to the Festival;
- m) A map of Festival events, to include times and locations, made available at least thirty (30) days in advance of the Festival;

- n) Signage for Festival events, the design and details of which shall be coordinated with WER;
- o) All wine donations and chef appearances;
- p) All costs and expenses of the Festival, other than those to be paid by WER as expressly provided herein, including, but not limited to, the costs and expenses of tents, daily set-up costs for wine seminars, additional electrical supply and the hourly Labor Rate
- q) All equipment for the Harbor Gala and rentals for the Grand Tasting including, but not limited to silverware, glassware and service ware;
- r) NWF agrees to observe all reasonable rules and regulations imposed by WER in its use of the White Elephant or any other WER property, including, without limitation, rules and regulations regarding seating capacity, noise and crowd control, parking and smoking restrictions;
- s) NWF agrees to coordinate and incur the cost of glass trash pick up of bottles etc. disposed in connection with the festival.

Section 5.4: NWF Obligations – Permitting & Timeline Adherence

NWF shall agree to the following timeline as outlined below, to ensure pre planning of NWF programming runs smoothly and also ensures NWF stays in good standing with the BOH, ABCC and Nantucket Town Permitting Department:

| | |
|-----------------------------------|--|
| Starting in January 2024: | Monthly in person or team meetings with WE team |
| 60 days prior to the first event: | Proof of completed submission of all permits to the State and Local offices. |
| 40 days prior to the first event: | Confirmation from the BOH, Permitting and ABCC etc. that permit applications are complete and/or issued* |
| 30 days prior to the first event: | Banquet Event Orders including menus for review with WE team, Floor Plans and Rental agreements for each event hosted at the White Elephant. |
| 14 days prior to the first event: | On site pre-con that includes a time set aside or a separate time for local permitting and police department. |
| 10 days prior to tent install: | A schedule with times, names and cell phone numbers of the traffic control assigned to the load in zone for all days of wine festival activities. Map of area with a load in plan. |
| 5 days prior to first event: | Pre-con to review all aspects of the events along with security plan to control access to the events from all entry points including through the restaurant, bar, and library. |

*WER understands that NWF is required to provide documentation to Nantucket Board of Health so individual vendors, chefs and /restaurants can prepare and supply food at NWF events to NWF ticket holders. Nantucket Board of Health will provide permission and permits for each vendor, visiting chef or restaurant. Should a chef or restaurant cancel their attendance at the festival, NWF may add a vendor, chef or restaurant to the schedule to replace this late cancellation and require approval from Nantucket Health Department within 40 days of the festival.

Section 5.6: WER Obligations

WER shall arrange for or provide the following:

- a) The prestige and goodwill of the White Elephant;
- b) Use of the White Elephant property, including, but not limited to, the front lawn, for the specific purposes and in the specific locations set forth herein, and otherwise during the Festival on an emergency basis provided that WER has agreed in advance to such emergency use;
- c) Linens for use at all of the events at any WER property, including the White Elephant, with the exception of all sessions of the Grand Tastings and the Harbor Gala and the events in the

Ballroom. Except as provided in Section 5.2(j) above, linen cleaning will be done by WER only for linens provided by WER and used at WER properties. NWF will be responsible for pick-up and delivery of linens rented by NWF and used at non-WER properties;

- d) Display area for a one (1) automobile display at the White Elephant for seven (7) days during the Festival, the placement of which must be approved by the Management of the White Elephant;
- e) Display area for a minimum of two (2) other sponsors at the White Elephant, the selection of which is to be approved by WER. The deadline for requests for sponsor display areas is April 13, 2024. Parking spots in front of Brant Point Grill restaurant door are not available for sponsor vehicles. This area must be open for guests requiring ADA parking.

ARTICLE VI: RENTAL FEES/EVENTS AT BALLROOM

Section 6.1: White Elephant: Ballroom & Ballroom Kitchen

WER and NWF shall mutually agree upon the following arrangements for use of White Elephant: Ballroom Kitchen as well as the costs and expenses for any new events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) NWF will use the White Elephant Village: Ballroom and Conference Center kitchen area for food preparation, glass washing etc. from Wednesday, May 15, 2024 to Sunday, May 19, 2024. Load in permitted on Tuesday, May 14, 2024. **Should the Ballroom & Ballroom Kitchen not be reserved by a party 14 days prior to load in, NWF will be permitted to load in on Monday, May 20, 2024. No fees will be charged for Monday May 13 & Tuesday, May 14, 2024.**
- b) NWF will pay the following **\$3,000 per day**, subject to state and local taxes for the use of the White Elephant Ballroom Kitchen (Wednesday –Sunday) which will include the use of the Ballroom and Foyer area.
- c) NWF may move in and receive in the ballroom beginning Monday, May 13 – no cooking or usage – just set up and receiving in preparation for Wednesday.
- d) WER will remove and store any equipment, food preparation utensils.
- e) NWF will provide own food any equipment, food preparation utensils.
- f) WER and NWF will walk through and review the condition of the kitchen area prior to load in on Monday, May 13, 2024, and post load out on Monday, May 20, 2024. Ballroom is currently reserved by a 3rd party and must be vacated by Sunday, May 19, 2024. NWF, agree he vacate the White Elephant Ballroom & Kitchen by Monday, May 20, 2024 and kitchen should in the same clean condition upon departure as it was provided.
- g) NWF will provide their own dishwashing stewards.
- h) NWF agrees to incur the cost of labor for Bathroom Attendants in the Ballroom at a rate of \$42 per hour per bathroom attendant.
- i) NWF agrees to a list of conduct best practices for NWF employees and volunteers including:
 - i. No access to the back door of kitchen (North Water Street),
 - ii. Kitchen will be used for glass polishing and glass washing but no audible noise late night, no music after 8:00pm.
 - iii. No parking/load in from North Water Street.
 - iv. No smoking on property or on North Water Street. All WER properties prohibit smoking.
 - v. The lobby/front porch is a public area. NWF employees/chefs/volunteers will not congregate there.
 - vi. There is no parking available at the Village
 - vii. Load in and load out in front to side door of the Ballroom.
 - viii. No load in through front porch of the Inn at the White Elephant Village.
 - ix. No palette drop-offs inside or outside the property.
 - x. No scheduled deliveries without a NWF employee/chefs/volunteer there to receive them.

- xi. Mutually agreed upon location for refrigerator truck(s) on site confirmed in advance of the NWF program. WER reserve the right to change the location year to year pending the development of the White Elephant Village property.

Section 6.2: White Elephant Village, Ballroom

WER and NWF shall mutually agree upon the following arrangements for the Festival events at White Elephant Village Ballroom, as well as the costs and expenses for such events, which shall be paid for by NWF (except as otherwise expressly set forth herein):

- a) The Ballroom can be used with WER approval to host the events as outlined in the schedule (Section 5.2 (i)) NWF agrees that any changes to the schedule outlined in Section 5.2(i) shall be reviewed with WER and changes to the schedule, type of event and service requirements will be reviewed and approved by WER management.
- b) NWF will use the Ballroom from Wednesday, May 15, 2024 to Sunday, May 19, 2024.
- c) NWF will be responsible for any damage to the Ballroom including the floor and walls and will make provision to ensure no damage occurs due to glass racks, table and chair load in and load out.

ARTICLE VII: ROOMS

Section 7.1: Rooms and Cottages

WER agrees to provide **ninety two (92) room nights** for the use of NWF during the 2024 Festival, on a complimentary basis, as follows.

- a) Guests are responsible for all incidental charges upon check-out.
- b) The specific days for the room nights can be adjusted based on availability and WER approval eg two Wednesday room nights exchanged for two Sunday nights. No additional rooms will be provided for Thursday, Friday or Saturday night over the agreed allocation at each property
- c) NWF must provide a rooming list twenty-one (21) days prior to arrival. After this time, any uncommitted rooms will be released back into inventory and available for resale by WER.
- d) The following is a breakdown of rooms provided by WER to NWF to be designated for use for NWF VIPs, winemakers, winery principals and chefs:

| COMPLIMENTARY ROOMS | | WED | THU | FRI | SAT |
|---------------------|----------------|-----------|-----------|------------|------------|
| | | 5/15/2024 | 5/16/2024 | 05/17/2024 | 05/18/2024 |
| WHITE ELEPHANT | ROOMS | 6 | 6 | 6 | 6 |
| WHITE ELEPHANT | INN | 3 | 3 | 3 | 3 |
| WHITE ELEPHANT | 1 BED COTTAGES | 1 | 1 | 1 | 1 |
| WHITE ELEPHANT | 2 BED COTTAGES | 3 | 3 | 3 | 3 |
| JARED COFFIN HOUSE | ROOMS | 5 | 5 | 5 | 5 |
| THE COTTAGES | COTTAGES | 5 | 5 | 5 | 5 |
| TOTAL ROOM NIGHTS | | | | | 92 |

ARTICLE VIII: PERMITS AND LIQUOR LICENSES

Section 8.1: Permits

NWF shall comply with all laws, by-laws, regulations, rules, orders and directions of the Town of Nantucket and the Commonwealth of Massachusetts that apply to the Festival. NWF shall procure all permits and licenses required by the Town of Nantucket and the Commonwealth of Massachusetts, including, without limitation, tent permits from the Nantucket Building Department and event permits from the Nantucket Board of Selectmen.

Section 8.2: Liquor Licenses

NWF shall procure all temporary pouring licenses required for the Festival from the Nantucket Board of Selectmen as well as any and all other liquor licenses and permits required for the Festival. NWF shall print on the tickets for all Festival events, including, without limitation, the Grand Tasting, that acceptable proof of age identification will be required at the entrance. NWF security shall be responsible for checking identification and admitting only persons of legal drinking age into such events.

Section 8.3: Termination of Agreement re. Permitting/Licenses from the Town of Nantucket

WER may terminate this Agreement and not proceed with NWF'S program of events, should NWF not procure or adhere to the terms of any and all permits and licenses required and issued by the Town of Nantucket, ABCC, Nantucket Fire Department and Nantucket Police Department, including health permits, public assembly permits, alcohol service permits to host NWF. Any breach by NWF of issued permits, licenses or non-compliance to the special permits secured by NWF could adversely harm WER's ability to operate their day-to-day business. NWF agrees adhere to the timeline outlined in Section 5:4 as it pertains to permits and licenses.

Section 8.4: Non-Food and Beverage Sponsors/Services

NWF agrees that any festival sponsors who wish to provide services to NWF/WER guests which fall outside of traditional food and beverage sponsors at NWF events will be subject to approval by WER to ensure liability and insurance compliance.

ARTICLE IX: INSURANCE AND INDEMNIFICATION

Section 9.1: Insurance

No later than Friday, March 29, 2024 NWF, at NWF's sole cost and expense (except as otherwise expressly provided hereunder), shall procure insurance policies, and shall provide WER with a certificate, **listing all entities with ownership of NWF**, evidencing the effectiveness thereof, as follows:

- a) A commercial general liability insurance policy, to be in force for the duration of the Festival, with coverage that includes all activities relating to this Agreement, with a policy limit of not less than five million dollars (\$5,000,000.00), with a combined single limit per occurrence, which names WER, Nantucket Island Management LLC, Nantucket Holdings LLC, Wauwinet Inn LLC, S/J Wauwinet Trust, White Elephant Hotel LLC, White Elephant Hotel Residences LLC, Nantucket Boat Basin LLC, NED Manager LLC, and such other parties as WER may reasonably require from time to time as additional insureds. Such liability coverage shall include bodily injury liability, including death; personal and advertising injury liability; property damage liability; and products and complicated operations;
- b) A liquor liability insurance policy with a policy limit of not less than five million dollars (\$5,000,000.00), with a combined single limit per occurrence, which names WER, Nantucket Island Management LLC, Nantucket Holdings, LLC, Wauwinet Inn LLC, S/J Wauwinet Trust, White Elephant Hotel LLC, White Elephant Hotel Residences LLC, Nantucket Boat Basin LLC, NED Manager LLC, and such other parties as WER may reasonably require from time to time as additional insureds;

- c) **WER shall pay to NWF a \$3,500.00 contribution toward the liability insurance costs incurred by NWF.**

Payment shall be made in accordance with Section 1.3, above.

Section 9.2: Indemnity

NWF hereby agrees to defend, indemnify and hold WER, the additional insureds referenced in Section 7.1 above, and their respective partners, managers, directors, shareholders, officers, trustees, members, principals, employees and agents harmless from and against any and all claims, damages, liabilities, costs and expenses arising from NWF's activities relating to or arising from this Agreement, including the products and services provided by NWF at the Festival, and the use by NWF of the White Elephant, the Jared Coffin House, The Cottages at the Boat Basin, The Wauwinet, the Brant Point Grill, TOPPER'S and any other property owned or controlled by WER or its affiliates from time to time. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE X: PERFORMANCE, MODIFICATION, CHOICE OF LAW

Section 10.1

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Upon assignment, the assignor shall be released of all obligations arising after such assignment. In no event shall there be any personal liability on the part of any partners, managers, directors, shareholders, officers, trustees, members or principals of WER or its related or constituent entities. Notwithstanding anything to the contrary contained herein, in the event of a sale of any property mentioned herein by WER or its affiliates (e.g., the White Elephant) to a person or entity unaffiliated with WER, the seller and/or the purchaser shall have the right to terminate this Agreement in full or as it relates to the sold property upon at least sixty (60) days notice to NWF.

Section 10.2

No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Parties hereto. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party will have the authority to bind the other in any respect. Nothing contained in this Agreement shall be construed to be for the benefit of, or enforceable by, any third party, including, without limitation, any creditor of any Party hereto.

Section 10.3

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 10.4

This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Parties, notwithstanding that all Parties have not signed the same counterpart.

Section 10.5

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Section 10.6

All notices under this Agreement shall be in writing and shall be deemed to have been served if hand-delivered; mailed, certified mail/return receipt requested; or sent by nationally recognized overnight carrier to the Parties at the addresses set forth in this Agreement (or such updated addresses for which notice provided); and, in the case of any notice to WER, a copy of such notice shall be sent simultaneously in the same manner to: Goulston and Storrs, 400 Atlantic Avenue, Boston, MA 02110-3333, Attention: NED/Nantucket. All notices shall be effective upon receipt or refusal, whichever shall first occur.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above-written.

WHITE ELEPHANT RESORTS LLC

BY: Aoife Owens DATE: 02.02.2024
Aoife Owens, Vice President Sales & Marketing

NANTUCKET WINE & FOOD FESTIVAL LLC.

BY: Nancy Bean DATE: _____
Nancy Bean, Nantucket Wine Festival

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